



**TAC VANES, LLC**  
**AUTHORIZED RESELLER PROGRAM & MINIMUM ADVERTISED PRICE (MAP) AGREEMENT**

**POLICY STATEMENT**

TAC Vanes, LLC (“TAC Vanes” or “we” or “us”) is committed to monitoring retail pricing in an effort to maintain profitability wherever we do business. ***By agreeing to be an authorized reseller of TAC Vanes products and acting as a reseller by selling and shipping TAC Vanes products, you – the Reseller – thereby expressly acknowledge the existence of this Authorized Reseller Program & Minimum Advertised Price (MAP) Agreement (the “Agreement”) and agree to strictly adhere to all of its terms herein.***

**1. SALES BY RESELLER**

Reseller represents and warrants that it is a true reseller and agrees to sell and ship TAC Vanes products only to (a) customers that are unrelated to Reseller; and, (b) retailers authorized by TAC Vanes<sup>1</sup> who have a resale or tax certificate. Reseller agrees to be transparent with TAC Vanes in its sales, fulfillment, and distribution agreements with these customers and retailers to the extent they involve TAC Vanes products. For retailers having a physical presence, such retailers must have an established business location, regular business hours, display TAC Vanes products, and provide full service support for such TAC Vanes products. For internet-only retailers, such retailers must have a physical warehouse and carry TAC Vanes inventory. Any and all sales by Reseller to a customer or a retailer must be in accordance with the mandatory MAP policy discussed in Section 4 below (the “MAP Policy”).

**2. STORAGE, SALE, AND SHIPMENT REQUIREMENTS**

Reseller shall itself perform the storage, sale, and shipment of TAC Vanes products. Reseller agrees not to use any third-party warehousing, order fulfillment service, or dropship service to pick, pack or ship orders to the consumer or retailer on the Reseller’s behalf.

**3. PROHIBITION ON EXPORTS**

TAC Vanes strictly prohibits the export of the TAC Vanes products. A prior written authorization from TAC Vanes is required before Reseller may export any TAC Vanes products outside of the United States.

**4. MANDATORY MINIMUM ADVERTISED PRICE (MAP) POLICY**

- The products covered by the mandatory MAP Policy are all TAC Vanes products listed in the price list prepared by TAC Vanes (each, a “Price List”). All Price Lists will clearly list the Manufacturer’s Suggested Retail Price (“MSRP”) and Minimum Advertised Price (“MAP”) for all products. These Price Lists will be distributed to all authorized retailers upon their request. Notwithstanding the foregoing, TAC Vanes retains the right to change MSRP and MAP pricing on any TAC Vanes product, at any time, in its sole discretion.
- It is the responsibility of a reseller to communicate the MAP Policy to any and all authorized retailers ordering TAC Vanes products from the reseller.

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<sup>1</sup> TAC Vanes will maintain and distribute to Reseller a listing of all unauthorized retailers. Reseller is prohibited from selling TAC Vanes products to any retailers on the list of unauthorized sellers. A retailer shall be assumed to be a retailer authorized by TAC Vanes in the event that such retailer is not included on the listing of unauthorized retailers prepared by TAC Vanes.



- Any advertised price that lists a TAC Vanes product below the specified MAP will be considered in violation of the MAP Policy. Any shipping costs, taxes, and other fees are not considered to be part of the advertised price for TAC Vanes products.
- The MAP Policy applies to all advertisements of TAC Vanes products in any and all media, including but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, and any other electronic media. Notably, the MAP Policy does not apply to the price at which TAC Vanes products are actually sold or offered for sale to an individual in-store or over the telephone.
- For the avoidance of doubt, website features such as “click for price,” automated “bounce-back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
- It shall not be a violation of the MAP Policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to TAC Vanes products, so long as no price is listed.
- Additionally, it shall not be a violation of the MAP Policy to advertise, in general, that a reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not list any advertised price below MAP and otherwise complies with this MAP Policy.
- The MAP Policy also prohibits any activity which TAC Vanes determines, in its sole discretion, is designed or intended to circumvent the intent of the MAP Policy.
- From time to time, TAC Vanes may request that resellers advertise TAC Vanes products at prices lower than the MAP. In such events, TAC Vanes reserves the right to modify or suspend the MAP with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
- The MAP Policy does not apply to any promotional event or program expressly authorized by TAC Vanes in writing, such as a Black Friday sale.

## 5. ENFORCEMENT OF AGREEMENT

TAC Vanes reserves the right to seek redress from a reseller if TAC Vanes reasonably believes that:

- the reseller has violated the spirit of the MAP Policy or any other provisions of this Agreement; or,
- the reseller intends to violate the MAP Policy or any other provisions of this Agreement.

TAC Vane’s MAP Administrator is responsible for determining whether an infraction of this Agreement by the reseller has occurred or is likely to occur, as well as determining appropriate redress (such as, by way of example, terminating the reseller relationship, including any and all pending and future orders for TAC Vanes products from such reseller). A violation of this Agreement by a reseller at any one store location, or on any associated website, can affect the reseller’s other store locations or associated websites.

Waivers to this Agreement, including the MAP Policy, may be granted by TAC Vanes, in its sole discretion, by the MAP Administrator. No other personnel from TAC Vanes (e.g., Sales Representatives or Marketing) are authorized to modify or grant exceptions to the Agreement.

## 6. MISCELLANEOUS

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements and understandings, whether oral or written, which relate to the same subject are superseded.
- This Agreement may be modified at any time by Tac Vanes without prior notice to Reseller.
- This Agreement shall be governed by Georgia law without regard to its conflict of laws principles.
- The parties have requested that this Agreement and all related documents be drawn up in English only.

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- All questions regarding the interpretation of this Agreement must be directed to the MAP Administrator. The current MAP Administrator is Randy Groff, and his contact information is: (770) 788-4536 or [kbm@kellyreg.com](mailto:kbm@kellyreg.com).